BENGALURU METROPOLITAN TRANSPORT CORPORATION

Traffic Commercial Department, Central Office, 2nd Floor, K H Road, Shanthinagar, Bengaluru-27.

The Terms & Conditions of Tender in respect of grant of license for Installation/erection of ATM Counters at Various Bus stations of BMTC.

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1. **Tender/Negotiation/Auction Notification & Mode of Submission of Tenders**:
   a. The Tender/Negotiation/Auction Bids shall be submitted through e-procurement portal only. (http://kppp.karnataka.gov.in.)
   b. Tenderers/bidders need to register with the e-procurement portal to submit their bids online. The tender document can be viewed free of cost from the e-procurement portal.
   c. Tender processing fee & EMD will be accepted only in the form of electronic cash (not through DD or bank guarantee). Entire EMD amount shall be paid in a single transaction in e-portal
   d. Each bidder shall submit only one tender / Bid for tender.
   e. Corrigendum, modification, corrections if any will be published in the website only(e-portal)
   f. Deadline for submission of tender/negotiation / Bids may be extended to give the prospective licensees reasonable time to take into consideration of the addendum.
   g. Bids shall remain valid for a period of 90 days after the deadline date for tender submission. The Tenderer shall not withdraw or revise the Tender during this period. In case any tenderer reviews or withdraw his tender during this period, the amount paid by the bidder (EMD/SECURITY DEPOSIT) shall be forfeited in addition to other remedies open to the Corporation in respect of the loss which may be caused due to such withdrawal of alteration.

2. **Reserve price (License Fee):**

   The License fee is exclusive of the GST & Corporation Tax. All statutory liabilities and other taxes, duties levies and penalties, if any payable to Central Government, State

Government, Local body/authorities etc, shall be borne by the licensee. It is the responsibility of the licensee to obtain necessary permission from local bodies.

3. The space of accommodation is for ATM counters purpose under **"as is where is basis"** condition only**.**

4. **Period of License:**

The tender is for allotment of open space for installation/erection of ATM Counters on License basis for a period of 6 (six) years and extendable on mutual consent & satisfactory performance of license at the discretion of MD, BMTC at various BMTC bus stations and TTMCs. The allotment is only for Nationalized/Scheduled/Private banks. The license period commences from the effective date mentioned in the agreement.

5. **Mode of Selection:**

a. **The selection will be on the basis of highest rates quoted per month in Rs._____ (Including all the taxes). The tenderer shall quote their offer per month including all the taxes.**

b. The bidder should attach all the scanned certificates pertaining to eligibility criteria, qualification information documents in the E-Portal only. No physical documents shall be considered. (Scanned copies should be visible and should have clarity). No documents shall be accepted in person manually and the bidder shall confirm for uploading of all the documents.

c. **The bidder shall upload the scanned copies of the following documents:**
   i. Proof of Address.
   ii. PAN Card
   iii. Bank Registration Certificate.

d. The successful tenderer shall at his own cost execute the agreement in the prescribed form on requisite valued stamp paper as per Karnataka Stamp Act. A draft copy of the deed of license will be available for inspection at the office of the Chief Traffic Manager, BMTC, Central Offices, Bangalore-27 during the office hours. It shall be clearly understood that no

license will be granted unless the deed of agreement is executed by the tenderer in favor of Corporation.

e. Highest offer received in the tender shall be the criteria for selection of bidder.

f. The Licensee shall pay applicable goods & service tax, electricity charges along with monthly license fee/quoted amount.

g. BMTC reserves the right to accept or reject any offer without assigning any reasons thereof. Conditional tenders will be rejected summarily.

h. The successful tenderer shall submit the original copies of the documents as detailed in Para.5(c) for verification before entering into an agreement.

6. EMD & Security Deposit :

a. EMD/tender processing fee shall be paid in the E-Procurement portal through Credit Card, Direct Debit, NEFT or RTGS only.

b. The EMD do not carry any interest. The Earnest Money Deposit furnished by the bidder will be forfeited in the event of the bidder withdrawing the tender at any time before acceptance. The EMD of the successful tenderer will be refunded only after completion of the contract period.

c. The EMD of the successful licensee will be adjusted towards security deposit. The selected licensee shall remit balance security deposit & enter into agreement within **21 days** from the date of issue of allotment letter, failing which, Earnest Money Deposit will be forfeited and allotment will be cancelled.

d. **Security Deposit:**

After Selection, the successful bidder has to remit **11(Eleven) months** offered license fee as interest free Security Deposit through DD/NEFT/RTGS before entering into the agreement. This deposit does not carry interest and returnable after successful completion of license period

subject to the adjustment of arrears if any. The time limit fixed for remitting the security deposit & enter into agreement within 21 days from the date of communication of allotment. The licensee shall remit additional security deposit every year for the escalated amount.

e. The Security Deposit would be refunded to the Licensee after the completion of the contract after recovering all the charges/dues payable to the corporation by the licensee.

7. <u>Mode of Payment of License fee:</u>

a. The licensee shall pay monthly license fee for the completed month in **cash/DD/RTGS/NEFT** on or before 5th of next month. For eg: License fee for the completed month of January-2025 shall be paid on or before 5th of February 2025**.**

b. In case if the licensee fails to pay the monthly license fee as prescribed above the tenderer is liable to pay a **interest at 24%** per annum on the sums which have been due and payable, not paid to the corporation.

c. The license fee shall be paid every month regularly. In case of nonpayment of license fee consecutively for three months, the agreement may be terminated by the licensor. The license fee shall start from the date of agreement OR as stipulated therein.

d. The licensee shall pay applicable electricity charges along with monthly license fee/quoted amount.

e. **<u>Escalation Clause:</u>**
The monthly license fee is subject to annual escalation by 10% over the existing license fee from January of every year from second year onwards till the end of the license period. However the first escalation in respect of new licensees selected in the middle of the year escalation will be calculated at the rate equal to the number of months left from the month of commencement of license to the completed month of December 31st at the rate of 1% of the initial license fee for every completed month of license period subject to a maximum of 10%. Licensee is liable to pay additional Security Deposit over the difference in escalated license fee up to the end of the licensor.

8. <u>Electricity Charges:</u>

a. The licensee shall pay the charge of Electricity consumed as per the bill raised by the supplying authority and shall not allow any arrears to accrue.
b. If electricity is supplied by BMTC, the licensee shall pay the charge of electricity consumed as per the bill raised by the jurisdictional Depot Manager Bus stand in-charges on completion of the month.
c. Delay and part payment shall lead to simple penal **interest at 24%** per annum.

9. <u>Termination/Cancellation/Forfeiture of EMD/Security Deposit:</u>

a. The BMTC shall have the right to rescind the contract/license at the cost and risk of the licensee in the event of breach of any of the terms and conditions of the contract (Terms and conditions of the executed agreement) and in such case the Security Deposit will be forfeited.
b. Tenderer should not have been terminated during the last two years as on the date of submission of the proposals for this tender due to non-fulfillment of the contractual obligations as evidence by imposition of the penalty by any procurement entity or judicial authority or judicial pronouncement against the tenderer.
c. If the licensee discontinues the agreement for whatsoever reasons before completion of one year of the agreement period, the entire security deposit will be forfeited.
d. The licensee may request for the premature closure of the agreement after completion of one year, by submitting 3 month’s advance notice to BMTC or by paying 3 month’s license fee equivalent to 3 months notice period for termination.
e. If BMTC desires to terminate the contract before the expiry period it may do so by giving **two month’s** prior notice to the licensee.
f. In the event of continuous breach by the licensee even after two notices, the Corporation can terminate the license with immediate effect.

09. Gestation Period<u>:</u>

Gestation period of **15 days** shall be provided from the date of agreement for erection/installation works. The payments of license fee will start immediately after expiry of **15 days** gestation period or from the date of commencement of ATM whichever is earlier.

10. In the case of the firms registered under the Indian Partnership Act and Companies registered under the Companies Act, the person signing the tender shall state the Authority under whom he is signing/acting on behalf of the Partnership Firm/Company and send the certified copy of the Partnership Deed and in case of the Memorandum of Association and Articles of Association issued by the Authorities authorizing him to act in that capacity and failure to annex the above document will entitled to the rejection of such tender. Such tenders shall be treated as invalid.

11. The suitable area will be allotted after identification with mutual consent in the bus station/TTMCs.

12. The Licensee shall have to erect temporary structure at his own cost on the allotted Place. After Completion of Contract Period, the temporary structure should be dismantled at his own cost.

13. The bank shall provide ATM machine in the allotted premises.

14. The Licensee shall have to erect ATM structure at his own cost on the allotted place, which will be identified on mutual inspection.

15. The Licensee shall have to obtain the required permission from the concerned Authority concerned before starting the establishment

16. The licensee shall abide by all rules, regulation and orders that the licensor or his authorized representatives may from time to time make or adopt for the care, protection and administration of the bus station and the general welfare and comfort of its passengers, employees and others.

17. The license fee shall be paid every month regularly. In case of nonpayment of license fee consecutively for three months, the agreement may be terminated by the licensor.

18. The licensee shall be liable to pay the cost of any damages caused by him or his servants to the premises of the corporation.

19. The licensee shall place and continue to keep in the aforesaid premises all-necessary equipments required to run the ATM counter.

20. The licensee and his servants, agents or his authorized representatives shall have ingress and egress at all reasonable time, to as from the premises for purpose herein before mentioned.

21. The licensor shall not provide any security to the ATM counter and BMTC is not responsible for any theft/burglary of the assets of the licensee and shall not be liable for any damage to the property of the licensee from any cause whatsoever.

22. The overall control of the allotted premises and supervision of the said premises shall remain vested with licensee during the license period.

23. The licensee shall vacate the unauthorized use of the additional space immediately upon notice. In addition, the licensee shall be subject to the following penalties and action shall be taken to terminate the contract.

First Time	In case of unauthorized use of extra space, 1.5 times the Prorate Charges of monthly License fee, shall be levied as fine.
Second Time & if repeated	In case of unauthorized use of extra space, 1.5 times the Prorate Charges of monthly License fee, shall be levied as fine. And in addition, the Corporation shall have the power to forfeit the security deposit and terminate the License.

24. BMTC can terminate the license period if found any repeated violations

of the terms and conditions.

25. During the tenure of the agreement if it appears to the LICENSOR that the open space is required for the use of LICENSOR for its development works, the LICENSOR will issue one month’s advance notice to the LICENSEE and the LICENSEE have to vacate the allocated open space by removing its belongings.

26. The details fine imposed to licensee for delay in removing the structure.

Sl.No	Delayed Days	Percentage-wise amount of fine to be imposed
1	Up to 7 days delay in removing stall/structure.	A fine of 25% of the last month's license fee and applicable taxes will be imposed.
2	For a delay of more than 07 days and up to 15 days in removing stall/structure.	Imposing a fine of 50% of the last month's license fee and applicable taxes.
3	Delay of more than 15 days and up to one month in removing stall/structure.	Imposing a fine equal to the full license fee of the last month and applicable taxes

27. The licensee shall remove all his belongings from the place given to him on license immediately on license period expiry or termination of the license. If the licensee fails to remove all his belongings after one month as per this clause in that event the licensor shall be entitled to remove all such belongings and auction them at the cost of the licensee and after deducting all the arrears of license fee the surplus amount shall be paid the licensee.

28. The Licensee hereby undertakes to vacate and hand-over premises to the Licensor Corporation on the date of expiry of this agreement or in the event of revoking the agreement and license to trade in the premises without any resistance or resorting to any litigation in the matter. The Licensee agrees for the use of assistance of the police for evicting licensee from

the Premises of the Corporation, in case the Licensee fails to vacate the premises voluntarily.

29. The licensee shall not display or exhibit pictures, posters, statues or other articles, which are repugnant to the morale or of indecent, immoral or other improper characters. It is expressly agreed that the decision of the Licensor in this behalf shall be conclusive and binding on the Licensee and shall not be a subject matter of dispute.

30. The Licensee shall comply with all the provisions of prevailing Contract Labour (Regulation and Abolition) Act, Workmen's Compensation Act. Provision of Hours of Employment Regulation Act, Payment of Wages Act, Factories Act, Employees PF Act, Bonus Act, Payment of Gratuity Act, Equal remuneration Act, ESI Act, Industrial Disputes Act, Employment of Children Act, MV Act and Regulation of Employment and Welfare Act or any other Act. In case of consumer Forum case the liability will rest with the licensee.

31. The Licensee shall be responsible for payment of wages to the employees engaged by the licensee and also responsible for payment of any statutory recoveries like PF, ESI, VAT, Luxury Tax etc.

32. The licensee shall make arrangements to dispose the waste generated. He shall not dump the waste in BMTC premises. The Waste/Garbage disposed as segregated dry & wet waste. The Waste/garbage shall be disposed through the BBMP authorised waste disposal agency only. Or the Waste/garbage shall be disposed through the waste disposal agency selected by BMTC at their own cost of Licensee.

33. In case the premises is destroyed or damaged by natural calamity or riot

or civil disturbances or war or by dept civil work so as to make it unfit for

use by the Licensee, the license shall stand determined automatically.

34. Engaging Child labour is strictly PROHIBITED.

35. It shall be the responsibility of the licensee to provide address and Contact details if there is any change.

36. Any individual or individuals signing the application forwarding the letter or other documents connected with this tender shall specifically mention that he is so signing in individual capacity as:

a. A sole proprietor of the firm or his attorney.

Or

b.A registered active partner or its attorney. In the case of the firms registered under the Indian Partnership Act and Companies registered under the companies Act, the person signing the tender shall state the Authority under whom he is signing/acting on behalf of the Partnership Firm/Company and send the certified copy of the Partnership Deed and in case of the Memorandum of Association and Articles of Association issued by the Authorities authorizing him to act in that capacity and failure to annex the above document will entitled to the rejection of such tender. Such tenders shall be treated as invalid.

37. All Communications to the licensee through email/letters/whatsapp to their contact details given in the tender submission documents & agreement shall be deemed as valid for any purpose under this tender.

38. Smoking shall not be allowed on the licensed premises.

39. **<u>Dispute Resolution Clause</u>** :

i. In case of any dispute arising between the parties in respect of the interpretation or performance or termination of license or aggrieved by the any terms and conditions of the agreement the same shall be referred to the Managing Director of the BMTC to settle the dispute and whose decision shall be final and conclusive.

ii. Any litigation arising out of the said contract would be restricted to the exclusive jurisdiction of Bengaluru City courts.

40. The BMTC does not bind itself to accept highest offer or any other offer and reserves the right to reject or all offers without assigning any reasons thereof without being answerable to the bidder in any manner of whatsoever. BMTC also reserves the right to re-notify.

41. The amount paid by the licensee every month shall be adjusted to the current month's Goods & Services Tax and

Monthly License Fee after deducting the outstanding Goods & Services Tax, interest on Goods & Services Tax, electricity and water usage charges, interest on outstanding license fee, additional security deposit, and outstanding license fee respectively.

42. No reduction or exemption on monthly license fee will be granted during the period of a strike/bandh.

43. The selected Licensee shall install fire protection/extinguishing equipment in the commercial/office premises of the Corporation. The Corporation will not be responsible for fire accidents and other natural calamities.

44. The Corporation reserves the right to add or modify terms and conditions in the agreement at any time.

45. It is the responsibility of the bidders to visit and inspect the premises before submitting their bids. No changes to the business/location of the premises will be allowed after the tender process is complete

The details of Place, Reserve price & EMD are as below:

Sl.no	Bus station	Establishment	Area in Sq.ft	Monthly Reserve price in Rs.	Reserved Price in Rs. (Including GST)	EMD in Rs. (as per KTPP rules)
1	Kengeri TTMC	ATM counter	24	17,017	20,080	15,315
3	Yelahanka 5th Phase		24	8,426	9,943	7,583
4	Yelahanka Old Town		36	12,641	14,916	11,377

Note: Bidder should quote the amount per month (including GST).

Sd/-
Chief Traffic Manager (Com)
BMTC